



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Exchange of Fire Protection and Rescue Services with the Woodbridge Fire District

MEETING DATE: October 16, 1996

PREPARED BY: Interim Fire Chief

RECOMMENDED ACTION: That the City Council approve an agreement for exchange of fire protection and rescue services with the Woodbridge Fire District. This agreement will authorize the affected agency fire chiefs to determine the scope of the service area and the methods of operation.

BACKGROUND INFORMATION: The agreement for exchange of fire protection and rescue services (known as "Automatic Aid") had been discussed at a City Council shirtsleeve session in July of 1995. The purpose for this agreement is to provide expedient responses to emergencies for fire and rescue situations in border areas of the City. The Woodbridge Fire District, because of its unique location in relation to these areas, is willing to assist our response assignment for a reciprocal exchange of a ladder truck response into their downtown business district and five designated locations near highway 99.

The scope of this agreement has been significantly scaled back from the original version presented by the former fire chief. The attached maps will outline the affected areas of the exchange for services. The thought process behind the new version was the idea that we realize the significance for the services exchange in areas of immediate need. Chief Wright from the Woodbridge Fire District and I both feel that this reasonable exchange will be of benefit to both of our constituents. We will also monitor these responses and scale back the scope even further if we find that responses into the exchange areas have an insignificant impact. It must be noted that both of our agencies will continue to respond to all responses within our jurisdictions. The exchange of services will only expedite a response into our area and enhance responses within the Woodbridge district with a ladder truck. It must also be noted that the day to day mutual aid agreement that has served all of the fire agencies within the County for over 30 years will still remain in effect. It is estimated that responses into the City under this agreement will range from 18-25 calls per year and that calls into the district will range from 12-15 calls per year.

Training issues between the agencies has seen a significant improvement since 1994 when the agencies started regularly training together. Appropriate training for area familiarization and continued manipulative performance training between the agencies will continue to exist.

Dispatch communications has been discussed with the Lodi PSAP and County PSAP supervisors and we have their support for the arrangement.

The United Firefighters of Lodi has expressed concerns regarding the lack of a plan to provide service to the area with City of Lodi resources. I am in agreement with them on that point. Continued development will necessitate the development of a fire station in the western area of the City. The Woodbridge Fire District will not continue to provide service to areas as the City expands. The purpose for this agreement is to provide services to fringe areas of immediate need. It is my intention to re-write the 1988 fire station location master plan through the C.I.P. process and provide the City Council with proposed recommendations for the plan and inclusions into the appropriate budget cycle.

Frank Ortiz, Interim Fire Chief

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

**AGREEMENT**  
**EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES**

**PARTIES:**

This agreement is made by and between the City of Lodi, a municipal corporation ("City") and the Woodbridge Fire Protection District ("District") on this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

**RECITALS:**

The parties to this agreement provide fire protection and rescue services within their respective territorial limits.

It is in the best interests of the citizens of District and the City that the parties offer the most expeditious response to suppress fires and provide rescue services.

It is to the mutual advantage and benefit of the parties to this agreement to render supplemental fire protection and rescue services to each other in the event of fire or other local emergency which is or is likely to be beyond the control of the services, personnel, equipment and facilities of the agency having jurisdiction over the area in which the emergency occurs and which requires the services of the other to control.

Each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day-to-day basis.

The exchange of services under such conditions is authorized by Article 2 of Chapter 2 of Part 1 of Division 12 of the Health and Safety Code; Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code and Articles 1 and 2 of Chapter 4 of Part 2 of Division 2 of Title 5 of the Government Code.

**TERMS AND CONDITIONS:**

In consideration of these mutual covenants, the parties hereto agree as follows:

1. The City agrees to provide fire or rescue response as may be designated by the Fire Chiefs of District and the City, upon request by District, to such area located within the corporate limits of District as may be described by the Fire Chiefs of the City and District.
2. The District agrees to provide fire or rescue response as may be designated by the Fire Chiefs of District and the City, upon request by City, to such area located within the corporate limits of the City as may be described by the Fire Chiefs of the City and District.
3. Upon receipt by District of an alarm within said response area of District, District, as the jurisdictional department, will dispatch its nearest available and appropriate designated fire or rescue response to that alarm and also notify the City fire dispatcher who will, in turn, dispatch the agreed upon response.
4. Upon receipt by the City of an alarm within said response area of the City, City, as the jurisdictional department, will dispatch its nearest available and appropriate designated fire or rescue response to that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed upon response.
5. District and City agree that this agreement will provide mutual benefits to all parties and authorizes the Fire Chiefs of District and the City to designate areas and types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties.
6. The amount and type of assistance to be dispatched, methods of dispatching communications, training programs and procedures, methods of requesting aid and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized pursuant to this agreement shall be developed by the Fire Chiefs of District and the City. Such details shall be recorded in Memoranda of Understanding which shall be signed by the Fire Chiefs of District and the City.

7. In cases in which the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation; it is intended by the parties that the jurisdictional department will arrive shortly thereafter. The responsibility for managing the emergency situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.
8. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and rescue service within any part of its own jurisdiction, and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.
9. This agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
10. No party furnishing aid pursuant to this agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the mutual covenants contained in this agreement shall constitute the sole consideration for such services.
11. Both the party requesting assistance and the party furnishing assistance shall be liable only for damages or injury arising out of the acts or omissions of each party's own agents or employees responding to a request for assistance made pursuant to this agreement, except that the party requesting assistance shall be liable for damages or injury arising out of the acts or omissions of the agents or employees of the party furnishing assistance when such acts or omissions were performed at the direction of agents or employees of the party requesting assistance.

12. This agreement shall remain operative and effective until terminated by either party. Either party may terminate this agreement at any time by giving written notice to the other party at least sixty (60) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation:

WOODBRIIDGE FIRE  
PROTECTION DISTRICT

by: \_\_\_\_\_  
H. Dixon Flynn  
City Manager

by: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Jennifer M. Perrin  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Randall A. Hays  
City Attorney

Approved as to content:

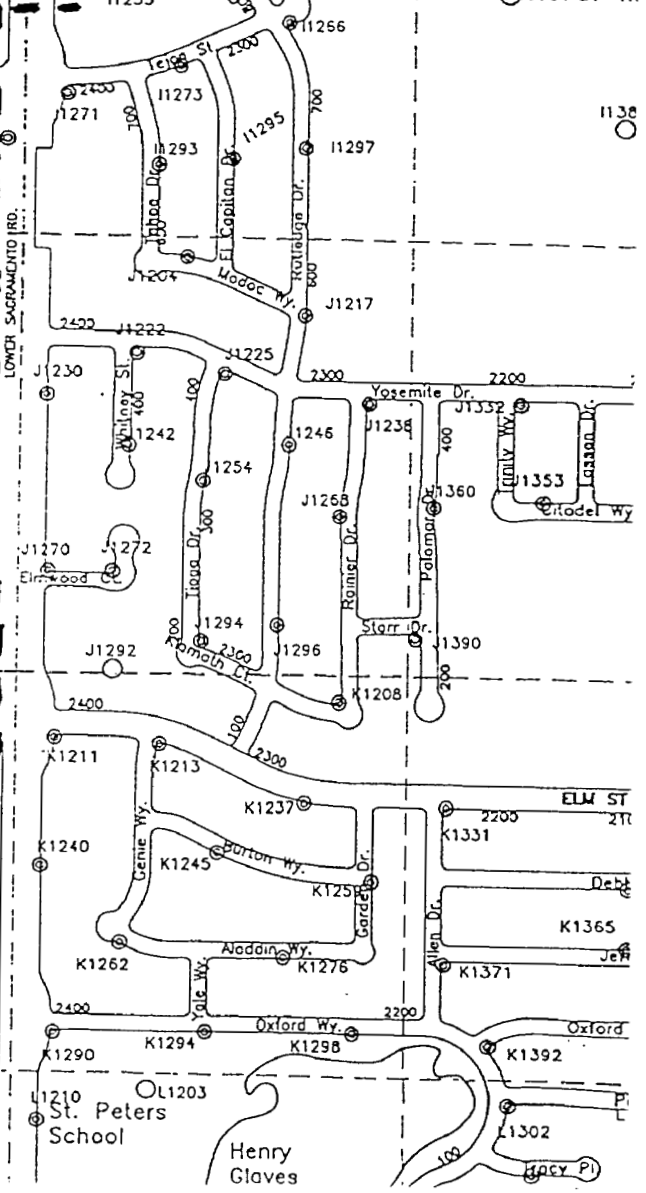
Approved as to content:

\_\_\_\_\_  
Fire Chief  
City of Lodi

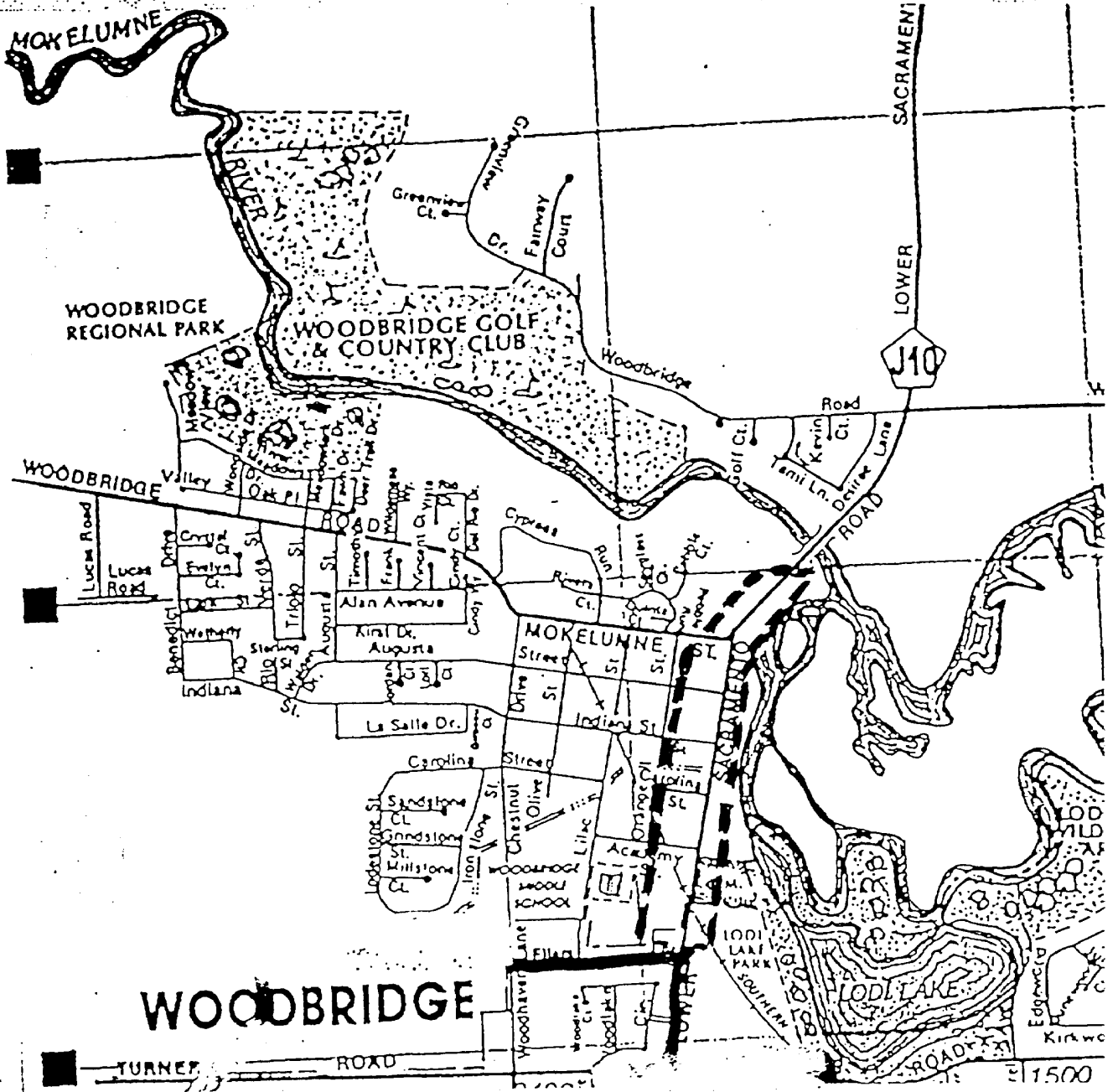
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Fire Chief  
Woodbribege Fire Protection District

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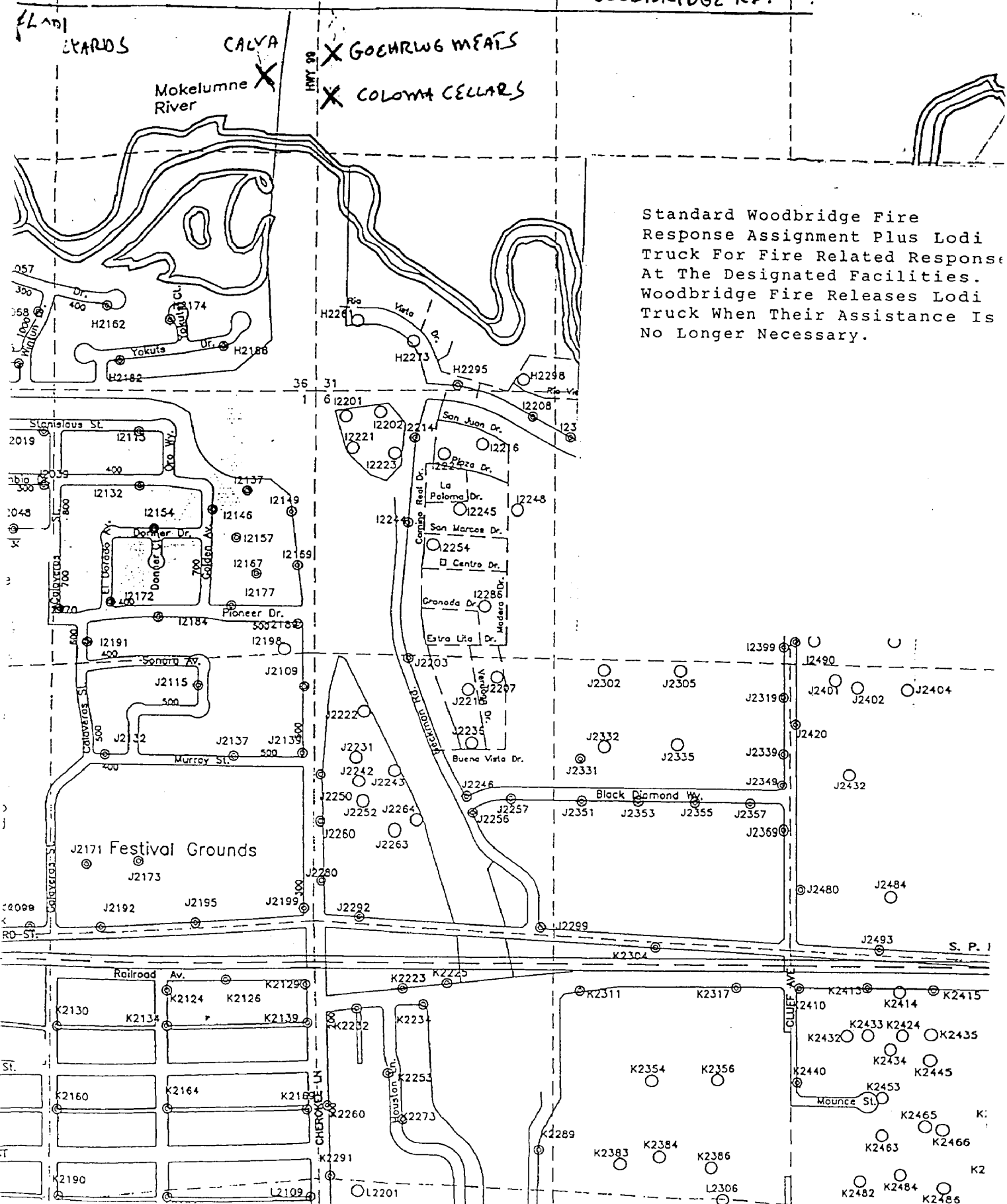


Standard Woodbridge Fire  
Response Assignment Plus  
Lodi Truck For Fire Related  
Responses In Commercial Area  
Downtown Woodbridge. Woodbridge  
Fire Releases Lodi Truck When  
Their Assistance Is No Longer  
Necessary.



TOKAY APTS.

WOODBIDGE RD.



Standard Woodbridge Fire Response Assignment Plus Lodi Truck For Fire Related Response At The Designated Facilities. Woodbridge Fire Releases Lodi Truck When Their Assistance Is No Longer Necessary.